

## IBM International Passport Advantage Agreement Special Terms Addendum

International Business Machines Corporation ("IBM") and Circuit City Stores, Inc. ("you") enter into this Software Special Terms Addendum ("Addendum") to the International Passport Advantage Agreement referenced below ("IPAA") as of December 24, 2008. The term of this Addendum will remain in effect from December 24, 2008 thru May 30, 2009.

IBM International Passport Advantage Agreement Number(s) 08729-7242629

Circuit City Stores, Inc.  
9954 Maryland Drive  
Richmond, VA 23236

IBM Corporation  
4111 Northside Parkway  
Atlanta, GA 30327

### 1. Eligible Programs

You may deploy the Eligible Programs listed in this Section 1, as permitted by the IPAA and the IPLA, up to the maximum level of use authorizations (quantities) specified herein, subject to the following terms:

1A. This order letter must be signed on or before December 29, 2008 and payment must be issued to the IBM Corporation on or before January 20, 2009 for \$4,099,093.60. IBM will issue entitlement and/or execute reinstatements for the following software products:

Quantity	Part number	Part description	Coverage Dates
			02/09 - 01/10
10990	D55VGLL	IBM WebSphere Application Server NetworkDeployment SubCapacity Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	
33290	D59M6LL	IBM Informix Dynamic Server Enterprise Unlimited Users Edition SubCapacity Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	

2A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before March 2, 2009 for \$799,732.80. IBM will issue entitlement and/or execute reinstatements for the following software products:

#### Quote details

Quantity	Part number	Part description	Coverage Dates
			4/09 - 3/10
6500	D55LYLL	IBM DB2 Enterprise Server Edition SubCapacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	
3160	D55V9LL	IBM WebSphere MQ SubCapacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	
500	D55TVLL	IBM DB2 Express Edition Processor Value Unit (PVUs) SW Subscription & Support Reinstatement 12 Months	
340	D55UKLL	IBM WebSphere Portal Enable SubCapacity Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	

3A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before April 1, 2009 for \$797,108.80. IBM will issue entitlement and/or execute reinstatements for the following software products:

**Quote details**

Part	Part	Coverage Dates
Quantity number	description	5/09 - 4/10
3260 D55LXL	IBM DB2 Enterprise Server Edition SubCapacity Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	
5500 D55TULL	IBM DB2 Express Edition Processor Value Unit (PVUs) License + SW Subscription & Support 12 Months	
3100 D55VHLL	IBM WebSphere Application Server Network Deployment SubCapacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	

4A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before May 1, 2009 for \$798,964.55. IBM will issue entitlement and/or execute reinstatements for the following software products:

**Quote details**

Part	Part	Coverage Dates
Quantity number	description	6/09 - 5/10
100 D59M7LL	IBM Informix Dynamic Server Enterprise Unlimited Users Edition Sub Capacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	
127 D545WLL	IBM Retail Environment for SUSE Linux High End Server Install License + SW Subscription & Support 12 Months	
400 D55ULLL	IBM WebSphere Portal Enable SubCapacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	
100 D5734LL	IBM WebSphere Process Server for Multiplatforms Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	
1270 D56NMLL	IBM WebSphere Message Broker SubCapacity Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	
500 D56NNLL	IBM WebSphere Message Broker SubCapacity Processor Value Unit (PVU) SW Subscription & Support Reinstatement 12 Months	

## 2. Charges

Upon Your signing of this Addendum and approval by the Bankruptcy Court, You will commit to pay \$4,099,093.60 to IBM on or before January 20, 2009, \$799,732.80 on or before March 2, 2009, \$797,108.80 on or before April 1, 2009, and \$798,964.55 on or before May 1, 2009. The Software Charges are not cancelable. The Software Charges do not include applicable taxes, which are your responsibility. The products will be billed, shipped, and invoiced to the address referenced above. Upon signature this order is firm and irrevocable. The charges listed above include 12 months of software subscription and support. These products will be available for a renewal of software subscription and software 12 months later on the anniversary date at the current software subscription and support pricing.

If your actual deployment of any of the Eligible Programs listed in Section 1 exceeds the maximum level of use authorizations (quantities) listed in Section 1, you will pay separately for such excess, as IBM specifies in an invoice, at then-current prices.

## 3. General

Upon reasonable notice IBM may verify your compliance with this Agreement at all sites and for all environment in which you use or install Eligible Programs for whatever purpose. Such verification will be conducted during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor to assist with such verification provided that IBM has a written confidentiality agreement in place with such auditor. You agree to create, retain, and provide to IBM and its auditors written records, system tool outputs, and other system information sufficient to provide auditable verification to IBM that your installation and use of Eligible Programs is in compliance with this Addendum and the IPAA and IPLA, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. The rights and obligations set forth in this paragraph remain in effect during the term of this Addendum and for two years thereafter.

The terms of this Addendum, the IPLA and the IPAA constitute the complete agreement between us regarding this subject matter, and replace any oral and/or prior written communications between us regarding this subject matter. Your use of the Eligible Programs described in Section 1 is subject to the terms of the IPAA as if you were acquiring the licenses for such Eligible Programs separately at the most beneficial price for which you qualify. If there is a conflict between the terms of this Addendum and the terms of the IPAA or the terms of the IPLA, the terms of this Addendum shall prevail. This Addendum may not be combined with any allowance, discount, or other offering available for these Eligible Programs. This Addendum is confidential and you agree not to disclose the terms of this Addendum to any third party without IBM's prior written consent, except as required by law. Once signed, unless prohibited by local law or specified otherwise, any reproduction of this Addendum made by reliable means (for example, photocopy or facsimile) is considered an original. By signing below, each of us agrees to the terms of this Addendum.

*Agreed to:*

**Circuit City Stores, Inc.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(type or print)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Agreed to:*

**IBM Corporation**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(type or print)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*After signing, please return this Amendment to the IBM address shown above*